

MARKED COPY

RECEIVED

02 NOV 29 AM 10:21

~~FMC AGREEMENT NO. 011730-001~~  
OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM

GWf/DOLE SPACE CHARTER  
AND SAILING AGREEMENT

FMC AGREEMENT  
NO. 011730-~~001~~  
(2D EDITION)

1<sup>ST</sup> REVISED  
~~ORIGINAL~~  
TITLE PAGE

RESTATED  
GWf/DOLE SPACE CHARTER  
AND SAILING AGREEMENT  
(2D EDITION)

LAST RE-PUBLISHED: FIRST EDITION, EFFECTIVE DECEMBER 2, 2000  
~~EXPIRATION DATE: DECEMBER 31, 2002~~

this Agreement agreed to by the parties, and to execute and submit to such Commission any associated materials in support thereof.

7. Duration and Termination of the Agreement. This Agreement shall become effective as provided in Article 10 and shall continue in effect until terminated December 31, 2002; provided, however, that this Agreement may be terminated (a) by either Party (the "Charterer") on thirty days notice to the other Party if there is a change in such other Party's agreed schedule of sailings on which space shall have been chartered to the Charterer hereunder, (b) by either party on three months notice to the other party, or (c) by the written consent of both parties at any time. The U.S. Federal Maritime Commission shall be notified promptly of any such termination of this Agreement.

8. Force Majeure. Neither party will be liable for failure or delay in performance under this Agreement which is due to any cause beyond the reasonable control of such party, including natural disasters, strikes, wars and insurrections, acts of god, major mechanical break down or other causes of "force majeure" which would disrupt normal flow of operations for either party. In such case, either party will notify the affected party expressing the period of time of the total or partial interruption of performance and will exercise its best efforts to minimize damage to the affected party.

9. Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the general maritime laws of the United States and the law of the State of Mississippi without regard to the application of its conflict of laws provisions. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the Federal District Courts of Mississippi for the purpose of any dispute arising concerning this Agreement or its subject matter, construction or effect.

10. Miscellaneous. Any notice by a party hereunder shall be in writing and sent to each other party at its address set forth in Article 3 (or at such other address as the party shall have specified by notice hereunder). This Agreement may be amended or modified only by a written modification hereof executed on behalf of both parties hereto. Each of this Agreement and any such modification shall become effective on the first date on which it may be lawfully implemented under the U.S. Shipping Act of 1984 and